



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Republic ITS, of Novato, for Traffic Signal Preventive Maintenance and Repair Program for Fiscal Year 2012/13 (\$17,819)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute one-year extension of contract with Republic ITS, of Novato, for traffic signal preventive maintenance and repair program for Fiscal Year 2012/13, in the amount of \$17,819.

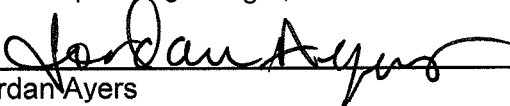
BACKGROUND INFORMATION: The project includes providing preventive maintenance and repair services for the **48** City-maintained traffic signal and lighting systems. The specifications require the contractor to provide signal maintenance inspections at 120-day intervals and annually test the traffic signals and spare monitors.

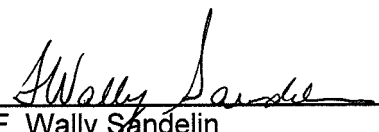
City Council awarded the contract for the traffic signal preventive maintenance and repair program for Fiscal Year 2010/11 to Republic ITS on August 4, 2010, and authorized the City Manager to extend the contract for an additional year. The contract was extended for Fiscal Year 2011/12 at no increase in cost.

Project specifications contain a provision to extend the contract, and Republic ITS has agreed to continue to provide the same level of service at no increase in cost to the City. Due to the high quality of service provided by Republic ITS, staff recommends extending the contract a second and final time for the upcoming fiscal year.

FISCAL IMPACT: Regular maintenance of the City's traffic signal and lighting systems reduces the City's exposure to liability claims.

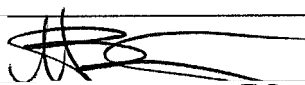
FUNDING AVAILABLE: Street Operating Budget, Measure K Funds (325)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public **Works** Director – Utilities
Compliance Engineer

APPROVED:


Konrad Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT NO. 2
TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE
AND REPAIR PROGRAM 2010/2011

THIS CONTRACT EXTENSION AGREEMENT, made and entered this _____ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., hereinafter called "Contractor."

WITNESSETH:

WHEREAS; Contractor and Owner entered into a contract for Traffic Signal Preventative Maintenance and Repair Program 2010/2011 on August 1, 2010, and executed a Contract Extension Agreement on July 19, 2011.

WHEREAS; both parties desire to extend the contract in accordance with Section 6-25, Option to Renew of the Special Provisions.

3. WHEREAS; the contract shall not exceed the contract price of \$17,819 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing August 1, 2012 and terminating July 31, 2013. All other terms and conditions will remain as set forth as reflected in the Contract for Traffic Signal Preventative Maintenance and Repair Program 2010/2011, attached hereto as Exhibit 1, and the Contract Extension Agreement, attached hereto as Exhibit 2, and made a part hereof as though fully set forth herein.

INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit 3, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2012.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

REPUBLIC INTELLIGENT TRANSPORTATION
SERVICES, INC., a California Corporation
hereinabove called "Contractor"

KONRADT BARTLAM
City Manager

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER, City Attorney



By: _____

Title: _____

**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE
AND REPAIR PROGRAM 2010/2011**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and REPUBLIC ITS, herein referred to as the "Contractor."

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans

The July 2002 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth: and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain up to 48 City traffic signal and lighting systems and other incidental and related work in accordance with these specifications. An additional bid item for traffic signal repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The intersections to be maintained are shown in the Appendix of the Specifications for Traffic Signal and Lighting Systems 2010/2011.

TRAFFIC SIGNAL MAINTENANCE SERVICES

Project includes a total of three (3) inspections per year at 120-day intervals as described below.

BID A: PREVENTIVE MAINTENANCE/INSPECTION

Inspect each site and perform necessary preventive maintenance as described in Traffic Signal Inspection procedures. The bid item Unit Price **A** is for one inspection, based on three (3) inspections per year at 120-day intervals. The First inspection and preventive maintenance shall be done in July 2010 and include conflict monitor testing (considered Bid B as described below). The second inspection and preventive maintenance only, shall be done in November 2010. The third inspection and preventive maintenance only, shall be done in March 2011.

BID B: PREVENTIVE MAINTENANCE INSPECTION AND MONITOR TESTING

Inspect each site as described in **BID A** as well as test and calibrate conflict monitor. To be done in conjunction with first inspection and preventative maintenance in July.

BID C: TEST SPARE TRAFFIC MONITORS

Test and calibrate eight spare conflict monitors at contractor's testing facility.

BID D: OPTIONAL BID ITEM - DETECTOR LOOP TESTING

These items will not be a part of the bid tabulation for award purposes, but must be completed for the bid to be considered.

Loop testing shall be performed as specified in Caltrans Standard Specifications Section 86-2.14. Testing at Intersections **(48)** as described in **BID A**.

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|-----------------|---|---|--|--|
| 1. | Beckman Road/Kettleman Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 2. | Central Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 3. | Century Boulevard/Hutchins Street | \$89.00 | \$90.00 | \$1,600.00 |
| 4. | Century Boulevard/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 5. | Century Boulevard/Ham Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 6. | Cherokee Lane/Hale Road | \$89.00 | \$90.00 | \$1,600.00 |
| 7. | Cherokee Lane/Lockeford Street | \$89.00 | \$90.00 | \$1,600.00 |
| 8. | Cherokee Lane/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 9. | Cherokee Lane/Pine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 10. | Cherokee Lane/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |
| 11. | Cherokee Lane/Victor Road | \$89.00 | \$90.00 | \$1,600.00 |
| 12. | Church Street/Elm Street | \$89.00 | \$90.00 | \$1,600.00 |
| 13. | Church Street/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 14. | Church Street/Oak Street | \$89.00 | \$90.00 | \$1,600.00 |
| 15. | Church Street/Pine Street | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|-----------------|-----------------------------------|---|--|--|
| 16. | Church Street/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 17. | Church Street/Walnut Street | \$89.00 | \$90.00 | \$1,600.00 |
| 18. | Crescent Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 19. | Elm Street/Ham Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 20. | Elm Street/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 21. | Fairmont Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 22. | Ham Lane/Lockeford Street | \$89.00 | \$90.00 | \$1,600.00 |
| 23. | Ham Lane/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 24. | Ham Lane/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |
| 25. | Ham Lane/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 26. | Ham Lane/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 27. | Harney Lane/Hutchins Street | \$89.00 | \$90.00 | \$1,600.00 |
| 28. | Harney Lane/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 29. | Harney Lane/Stockton Street | \$89.00 | \$90.00 | \$1,600.00 |
| 30. | Hutchins Street/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 31. | Hutchins Street/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|-----------------|--|---|--|--|
| 32. | Hutchins Street/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 33. | Lockeford Street/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 34. | Lodi Avenue/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 35. | Lodi Avenue/Mills Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 36. | Lodi Avenue/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 37. | Lodi Avenue/School Street | \$89.00 | \$90.00 | \$1,600.00 |
| 38. | Lodi Avenue/Stockton Street | \$89.00 | \$90.00 | \$1,600.00 |
| 39. | Lower Sacramento Road/Sunwest Market Place | \$89.00 | \$90.00 | \$1,600.00 |
| 40. | Lower Sacramento Road/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |
| 41. | Lower Sacramento Road(N)/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 42. | Lower Sacramento Road – Turner Road/Woodhaven Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 43. | Lower Sacramento Road/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 44. | Mills Avenue/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 45. | Pine Street/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 46. | Pine Street/School Street | \$89.00 | \$90.00 | \$1,600.00 |
| 47. | Stockton Street/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|---|---|---|--|---|
| | Total of all sites at <u>one inspection</u> each - SUBTOTAL | \$4,183.00 | \$4,230.00 | \$75,200.00 |
| | SUBTOTAL TOTAL BID A TIMES 3 INSPECTIONS | \$12,549.00 | ONLY ONE TESTING AND CALIBRATION | |
| | TOTAL BID A PLUS SUBTOTAL BID B | \$16,779.00 | | |
| | BID C: TEST 8 SPARE CITY OWNED TRAFFIC MONITORS | \$1,040.00 | \$130.00 | |
| | GRAND TOTAL: BID A PLUS BID B PLUS BID C | \$17,819.00 | | |
| | GRAND TOTAL: OPTIONAL BID D | | | \$75,200.00 |
| Labor for repairs beyond Preventive Maintenance as defined in Section 6, Special Provisions. Not to be included in bid tabulations. | | | | |
| | Not part of contract award, but must be completed for bid to be considered. | TRAFFIC SIGNAL REPAIR (LABOR ONLY) PRICE PER HOUR | \$ <u>115.00</u> PER HOUR | |
| | | | | |

Optional Bid Items

These items will not be a part of the bid tabulation for award purposes,
but must be completed for the bid to be considered.

1. DETECTOR LOOP TESTING

Loop testing shall be performed to the as specified in Caltrans Standard Specifications, Section 86-2.14 Testing

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

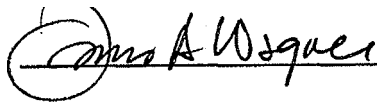
ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2010/2011 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 ~~OF~~ THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY ~~BE~~ DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI



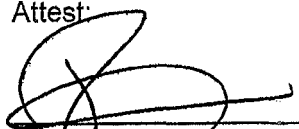
By: 

Konradt Bartlam
Interim City Manager

By: James A. Wagner

Date: 8-31-10

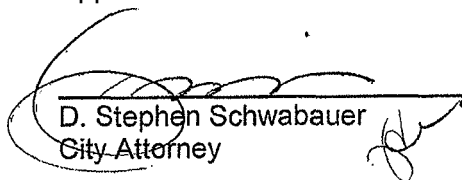
VP Engineering
Title

Attest:


Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:



D. Stephen Schwabauer
City Attorney

EXHIBIT A

CITY OF LODI
PUBLIC WORKS DEPARTMENT

PROJECT: TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR
PROGRAM 2010/2011

Notice is hereby given that the specifications for the above referenced project have been revised as follows:

6-04 SCHEDULING WORK

Prior to beginning any work, the Contractor shall furnish the Engineer with a work progress schedule in writing indicating the anticipated work procedure. The first inspection including conflict monitor testing shall be completed during the month of **September, 2010**. The second inspection shall be performed in **January of 2011**. The third inspection and preventive maintenance only, shall be done in **May, 2011** as described in Section 6-05 of these Special Provisions. The first inspection shall include the monitor testing and shall be completed within the first thirty (30) days of the Contract. This schedule shall be kept current and the Engineer shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

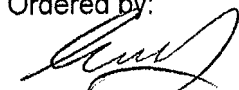
Work hours will be limited to the hours between 7:00 a.m. to 10:00 p.m.

The Contractor shall receive the Engineer's approval prior to working hours other than as shown above.

Prior to beginning work, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

Dated: August 18, 2010

Ordered by:



Curt Juran,
Streets & Drainage Superintendent

CONTRACT EXTENSION AGREEMENT
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE
AND REPAIR PROGRAM 2010/2011

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 1st day of August, 2011, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and Owner, entered into a contract for Traffic Signal Preventive Maintenance and Repair Program 2010/2011 on August 1, 2010, providing that the contract could be extended by mutual agreement of the parties.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing on August 1, 2011 and terminating July 31, 2012. All other terms and conditions will remain as set forth in the Contract for Traffic Signal Preventive Maintenance and Repair Program 2010/2011 attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on July 19, 2011.

CITY OF LODI, a municipal corporation
hereinafter called "Owner"

REPUBLIC INTELLIGENT TRANSPORTATION
SERVICES, INC., a California Corporation
hereinafter called "Contractor"



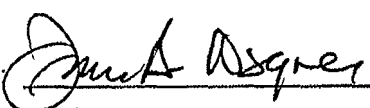
KONRADT BARTLAM
City Manager

Attest:



RANDI JOHL
City Clerk

By:




Title: James A. Wagner
VP Engineering

Approved as to Form:



JANICE D. MAGDICH
Deputy City Attorney

X 

Dirk Glaser
Asst. Secretary

**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE
AND REPAIR PROGRAM 2010/2011**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and REPUBLIC ITS, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
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Standard Specifications,
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All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code, The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain up to 48 City traffic signal and lighting systems and other incidental and related work in accordance with these specifications, An additional bid item for traffic signal repairs is a separate bid. This item may be awarded for the full year, a partial year or not at all. The intersections to be maintained are shown in the Appendix of the Specifications for Traffic Signal and Lighting Systems 2010/2011.

TRAFFIC SIGNAL MAINTENANCE SERVICES

Project includes a total of three (3) inspections per year at 120-day intervals as described below.

BID A: PREVENTIVE MAINTENANCE/INSPECTION

Inspect each site and perform necessary preventive maintenance as described in Traffic Signal Inspection procedures. The bid item Unit Price A is for one inspection, based on three (3) inspections per year at 120-day intervals. The First inspection and preventive maintenance shall be done in July 2010 and include conflict monitor testing (considered Bid B as described below). The second inspection and preventive maintenance only, shall be done in November 2010. The third inspection and preventive maintenance only, shall be done in March 2011.

BID B: PREVENTIVE MAINTENANCE INSPECTION AND MONITOR TESTING

Inspect each site as described in BID A as well as test and calibrate conflict monitor. To be done in conjunction with first inspection and preventative maintenance in July.

BID C: TEST SPARE TRAFFIC MONITORS

Test and calibrate eight spare conflict monitors at contractor's testing facility.

BID D: OPTIONAL BID ITEM - DETECTOR LOOP TESTING

These items will not be a part of the bid tabulation for award purposes, but must be completed for the bid to be considered.

Loop testing shall be performed as specified in Caltrans Standard Specifications Section 86-2.14. Testing at Intersections (48) as described in BID A.

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|----------|---|---|--|---|
| 1. | Beckman Road/Kettleman Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 2. | Central Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 3. | Century Boulevard/Hutchins Street | \$89.00 | \$90.00 | \$1,600.00 |
| 4. | Century Boulevard/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 5. | Century Boulevard/Ham Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 6. | Cherokee Lane/Hale Road | \$89.00 | \$90.00 | \$1,600.00 |
| 7. | Cherokee Lane/Lockeford Street | \$89.00 | \$90.00 | \$1,600.00 |
| 8. | Cherokee Lane/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
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| 11. | Cherokee Lane/Victor Road | \$89.00 | \$90.00 | \$1,600.00 |
| 12. | Church Street/Elm Street | \$89.00 | \$90.00 | \$1,600.00 |
| 13. | Church Street/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
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| 15. | Church Street/Pine Street | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|----------|-----------------------------------|---|--|---|
| 16. | Church Street/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 17. | Church Street/Walnut Street | \$89.00 | \$90.00 | \$1,600.00 |
| 18. | Crescent Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 19. | Elm Street/Ham Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 20. | Elm Street/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 21. | Fairmont Avenue/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 22. | Ham Lane/Lockeford Street | \$89.00 | \$90.00 | \$1,600.00 |
| 23. | Ham Lane/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 24. | Ham Lane/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |
| 25. | Ham Lane/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 26. | Ham Lane/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 27. | Harney Lane/Hutchins Street | \$89.00 | \$90.00 | \$1,600.00 |
| 28. | Harney Lane/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 29. | Harney Lane/Stockton Street | \$89.00 | \$90.00 | \$1,600.00 |
| 30. | Hutchins Street/Lodi Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 31. | Hutchins Street/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|----------|---|---|--|---|
| 32. | Hutchins Street/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 33. | Lockeford Street/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 34. | Lodi Avenue/Lower Sacramento Road | \$89.00 | \$90.00 | \$1,600.00 |
| 35. | Lodi Avenue/Mills Avenue | \$89.00 | \$90.00 | \$1,600.00 |
| 36. | Lodi Avenue/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 37. | Lodi Avenue/School Street | \$89.00 | \$90.00 | \$1,600.00 |
| 38. | Lodi Avenue/Stockton Street | \$89.00 | \$90.00 | \$1,600.00 |
| 39. | Lower Sacramento Road/Sunwest Market Place | \$89.00 | \$90.00 | \$1,600.00 |
| 40. | Lower Sacramento Road/Tokay Street | \$89.00 | \$90.00 | \$1,600.00 |
| 41. | Lower Sacramento Road(N)/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 42. | Lower Sacramento Road -- Turner Road/Woodhaven Lane | \$89.00 | \$90.00 | \$1,600.00 |
| 43. | Lower Sacramento Road/Vine Street | \$89.00 | \$90.00 | \$1,600.00 |
| 44. | Mills Avenue/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |
| 45. | Pine Street/Sacramento Street | \$89.00 | \$90.00 | \$1,600.00 |
| 46. | Pine Street/School Street | \$89.00 | \$90.00 | \$1,600.00 |
| 47. | Stockton Street/Turner Road | \$89.00 | \$90.00 | \$1,600.00 |

| Location | | Unit Price A Preventive Maintenance Inspection, Price Per Inspection | Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection | Unit Price Optional Bid Unit Price D Test Traffic Loops |
|---|---|---|--|--|
| Total of all sites at <u>one inspection</u> each - SUBTOTAL | | \$4,183.00 | \$4,230.00 | \$75,200.00 |
| | SUBTOTAL TOTAL BID A TIMES 3 INSPECTIONS | \$12,549.00 | ONLY ONE TESTING AND CALIBRATION | |
| | TOTAL BID A PLUS SUBTOTAL BID B | \$16,779.00 | | |
| | BID C: TEST 8 SPARE CITY OWNED TRAFFIC MONITORS | \$1,040.00 | \$130.00 | |
| | GRAND TOTAL. BID A PLUS BID B PLUS BID C | \$17,819.00 | | |
| | GRAND TOTAL: OPTIONAL BID D | | | \$75,200.00 |
| Labor for repairs beyond Preventive Maintenance as defined in Section 6, Special Provisions. Not to be included in bid tabulations. | | | | |
| | Not part of contract award, but must be completed for bid to be considered. | TRAFFIC SIGNAL REPAIR (LABOR ONLY) PRICE PER HOUR | \$ <u>115.00</u> PER HOUR | |
| | | | | |

Optional Bid Items

These items will not be a part of the bid tabulation for award purposes,
but must be completed for the bid to be considered.

1. DETECTOR LOOP TESTING

Loop testing shall be performed to the as specified in Caltrans Standard Specifications, Section 86-2.14 Testing

ARTICLE V - By my signature hereunder, **as** Contractor, I certify that I am aware of the provisions of Section 3700 of ~~the~~ Labor Code, which requires every employer to be insured against liability for workers' compensation or **to** undertake self-insurance ~~in~~ accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the **work of this contract**.

ARTICLE VI - It is further expressly agreed by and between the **parties** hereto that, should there be any conflict *between* the **terms** of this instrument and the **Bid Proposal** of the Contractor, then this instrument **shall** control and nothing herein shall be considered **as** an acceptance of the **said terms** of **said** proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for ~~the~~ work **as specified** under the Special Provisions, **All** labor or materials not mentioned specifically **as being** done by the City will be supplied by the Contractor to accomplish the work **as outlined** in the specifications.

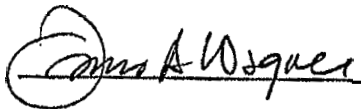
ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract **as** directed by the City during the **2010/2011** fiscal year,

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES **AS** SET FORTH IN SECTION 6-04.03 **OF** THE **SPECIAL** PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY **BE** DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year **and** date written below.

CONTRACTOR:

CITY OF LODI



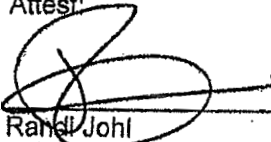
By: 

Konradt Bartlam
Interim City Manager

By: James A. Wagner

Date: 8-31-10

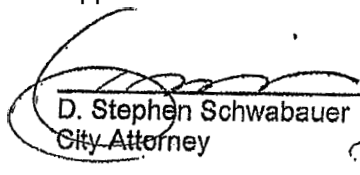
VP Engineering
Title

Attest:


Randi Juhl
City Clerk

(CORPORATE SEAL)

Approved **as** to form:



D. Stephen Schwabauer
City Attorney

EXHIBIT A

CITY OF LODI
PUBLIC WORKS DEPARTMENT

PROJECT TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR
PROGRAM 2010/2011

Notice is hereby given that the specifications for the above referenced project have been revised as follows:

6-04 SCHEDULING WORK

Prior to beginning any work, the Contractor shall furnish the Engineer with a work progress schedule in writing indicating the anticipated work procedure. The first inspection including *conflict monitor* testing shall be completed during the month of **September, 2010**. The second inspection shall be performed in **January of 2011**. The third inspection and preventive maintenance only, shall be done in **May, 2011 as** described in Section 8-05 of these Special Provisions. The first inspection shall include the monitor testing and shall be completed within the first thirty (30) days of the Contract. This schedule shall be kept current and the Engineer shall be *notified* in writing **48** hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

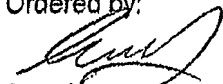
Work hours will be limited to the hours between 7:00 a.m. to 10:00 p.m.

The Contractor shall receive the Engineer's approval prior to working hours other than as shown above,

Prior to beginning work, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

Dated: August 18, 2010

Ordered by:



Curt Juran
Streets & Drainage Superintendent



EXHIBIT 3

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$3,000,000 Bodily Injury
Ea. Occurrence/Aggregate

\$3,000,000 Property Damage
Ea. Occurrence/Aggregate

Or

\$3,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

Or

\$1,000,000 Combined Single Limits

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

(e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds
to give notice of any potential liability
during a time period shorter than that found
in the Tort Claims Act shall be unacceptable.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-96

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
ONE-YEAR EXTENSION OF CONTRACT FOR
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE
AND REPAIR PROGRAM

=====

WHEREAS, on August 4, 2010, City Council awarded the contract for Traffic Signal Preventive Maintenance and Repair to Republic ITS, of Novato, California, and authorized the City Manager to extend the contract for an additional year; and

WHEREAS, the contract was extended for Fiscal Year 2011/12 at no increase in cost; and

WHEREAS, the specifications included an option to extend the contract, and Republic ITS has agreed to continue to provide the same level of service at no increase in cost to the City; and

WHEREAS, staff recommends executing a one-year extension of the contract with Republic ITS.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with Republic ITS, of Novato, California, for Traffic Signal Preventive Maintenance and Repair Program for Fiscal Year 2012/13 in the amount of \$17,819; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====


I hereby certify that Resolution No. 2012-96 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Nakanishi

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk